

OF COUNSEL  
JAMES B. TALLEY

RECORDATION NO. 9869-B Filed 1425

NOV 28 1978-1 45 PM

INTERSTATE COMMERCE COMMISSION November 28, 1978  
FEE OPERATION BR.

JEFFREY B. TALLEY

ATTORNEY AT LAW  
RECEIVED

201 W. MEMORIAL DR.

NOV 28 1978-1 44 PM '78

DALLAS, GEORGIA 30132

9869  
RECORDATION NO. 9869-A Filed 1425

NOV 28 1978-1 45 PM

INTERSTATE COMMERCE COMMISSION TELEPHONE  
(404) 445-6033

Secretary of the Interstate Commerce Commission  
Washington, D. C. 20423

RECORDATION NO. 9869-A Filed 1425

NOV 28 1978-1 45 PM

RE: Filing of documents under 49 CFR 101.116 et seq.

Dear Sir:

You are hereby requested to record the documents attached herewith, there being original and two counterparts or two certified true copies of each document. These documents include the following:

- 1) One promissory note
- 2) One Security Agreement (Chattel Mortgage)
- 3) One Assignment of income

The equipment covered by these documents consists of five (5) XF Type Railroad Boxcars, bearing the following identifying marks: SCTR100; SCTR101; SCTR102; SCTR103; and SCTR104.

The names and address of the respective parties to each of the documents are as follows:

1) Promissory Note

Promissor (debtor): John M. Covington, M.D.  
102 Dogwood  
Dallas, Georgia 30132

Promissee: The Citizens and Southern National Bank  
99 Annex  
Atlanta, Georgia 30399

2) Security Agreement

Mortgagor: John M. Covington, M.D.  
102 Dogwood  
Dallas, Georgia 30132

Mortgagee: The Citizens and Southern National Bank  
99 Annex  
Atlanta, Georgia 30399

3) Assignment of income

Assignor: John M. Covington, M.D.  
102 Dogwood  
Dallas, Georgia 30132

No. 8-332AC52  
Date NOV 28 1978  
Fee \$100.00


ICC Washington, D. C.

Page Two  
Secretary of the Interstate Commerce Commission  
November 22, 1978

Assignee: The Citizens and Southern National Bank  
99 Annex  
Atlanta, Georgia 30399  
Other party: Railcar, Inc.  
Suite 1010  
1447 Peachtree Street, N.E.  
Atlanta, Georgia 30309

Please file and record these documents pursuant to  
49 CFR §1116.5.

Yours truly,

  
Jeffrey B. Talley  
Attorney for The Citizens and  
Southern National Bank

JBT:ehb

Enclosures

cc: Barbara N. Day,  
The Citizens and Southern National Bank  
  
John M. Covington, M.D.

ASSIGNMENT FOR COLLECTION PURPOSES ONLY

9869-8

REGISTRATION NO. \_\_\_\_\_ Filed 1425

November 21, 1978

To: Railcar Inc.  
Suite 1010  
1447 Peachtree Street, N.E. INTERSTATE COMMERCE COMMISSION  
Atlanta, Georgia 30309

NOV 28 1978-1 45 PM

For value received, the undersigned hereby assigns, transfers, and sets over for collection purposes only, to ~~xxx~~ THE CITIZENS AND SOUTHERN NATIONAL BANK all of his right, title and interest in and to all moneys now due or to become due to us under or by virtue of that certain contract between Railcar Inc. and the undersigned, dated

November 21, 1978 and under any amendments or additions thereto, for the rental of five (5) XF Type Railroad Boxcars, Nos. SCTR100; SCTR101; SCTR102; Checks should SCTR103; and SCTR104.

be made payable to: THE CITIZENS AND SOUTHERN NATIONAL BANK for credit to John M. Covington, M.D., Account No. 088-83-938

and I hereby irrevocably constitute and appoint said bank my true and lawful agent and attorney, with full power and authority either in its own or my name, to collect, recover and receive any and all moneys due under said contract, the claims for which are hereby assigned, transferred and set over unto said bank; and to prosecute any suit or proceedings at law or in equity for the same and to give good and sufficient receipts or releases therefore; and in furtherance hereof we do hereby irrevocably authorize and direct Railcar Inc. to pay said proceeds to said bank as and when the same or any part thereof shall become due and payable and to accept the receipt or receipts of said bank as, and in lieu of my receipt and as full and complete acquittance and discharge by us of any from any and all sums of money so receipted for.

The undersigned hereby represents and warrants that the contract is genuine, valid and subsisting in accordance with its terms; that it has made no prior assignment or other disposition of the moneys and claims hereby assigned, or any part thereof and that it will not, without written consent of said bank, make or attempt to make any assignment of said money or claims, or any part thereof.

The provisions hereof shall inure to the benefit of the THE CITIZENS AND SOUTHERN NATIONAL BANK, its successors and assigns, and shall be binding upon the respective legal representatives, successors and assigns of the undersigned.

ATTEST: \_\_\_\_\_

By: John M. Covington

Debtor Name: JOHN M. COVINGTON, M.

Acknowledged and accepted:

By: Willy L. Pinner

Title: President

Railcar Inc.

The undersigned Notary Public, State of Georgia at Large,  
hereby certifies that I have compared the attached copy of  
"Assignment for Collection Purposes Only" with the original  
thereof, and it is a true and correct copy in all respects.

This 22nd day of November, 1978.

  
Notary Public

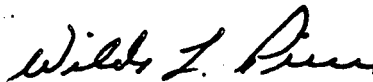
Notary Public, Georgia, State at Large  
My Commission Expires Feb. 9, 1982

CORPORATE FORM OF ACKNOWLEDGEMENT

STATE OF GEORGIA

COUNTY OF FULTON ss:

On this 21st day of November, 1978, before me personally appeared Wilds L. Pierce, to me personally known, who being by me duly sworn, says that he is the President of Railcar Inc, that the seal affixed to the foregoing instrument on the reverse side of this document, is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Wilds L. Pierce  
President

Sworn to and subscribed

before me this 21 day

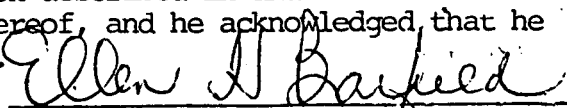
of November, 1978.



Notary Public  
Notary Public, Georgia State at Large  
My Commission Expires Nov. 12, 1982

STATE OF GEORGIA  
COUNTY OF PAULDING

On this 21st day of November, 1978, before me personally appeared John M. Covington, M.D., to me know to be the person described in and who executed the foregoing instrument on the reverse side hereof, and he acknowledged that he executed the same as his free act and deed.



Notary Public

Notary Public, Georgia, State at Large  
My Commission Expires Feb. 9, 1982